

SDK LICENSE AGREEMENT

This Software Development Kit (“SDK”) License Agreement (“Agreement”) is between you (both the individual downloading the SDK and any legal entity on behalf of which such individual is acting) (“You” or “Your”) and Authorize.Net LLC (“Authorize.Net”).

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. **BY CLICKING THE I ACCE B ON** OR AN EQUIVALENT INDICATOR OR BY DOWNLOADING, INSTALLING OR USING THE SDK OR THE DOCUMENTATION, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO (AND YOU WILL HAVE NO RIGHT TO) DOWNLOAD, INSTALL OR USE THE SDK OR THE DOCUMENTATION.

1. DEFINITIONS

1.1 “Application(s)” means software programs that You develop to operate with the Gateway using components of the Software.

1.2 “Documentation” means the materials made available to You in connection with the Software by or on behalf of Authorize.Net pursuant to this Agreement.

1.3 Gateway” means any electronic payment platform maintained and operated by Authorize.Net and any of its affiliates.

1.4 means all of the software included in the software development kit made available to You by or on behalf of Authorize.Net pursuant to this Agreement, including but not limited to sample source code, code snippets, software tools, code libraries, sample applications, Documentation and any upgrades, modified versions, updates, and/or additions thereto, if any, made available to You by or on behalf of Authorize.Net pursuant to this Agreement.

2. GRANT OF LICENSE; RESTRICTIONS

2.1 Limited License. Subject to and conditioned upon Your compliance with the terms of this Agreement, Authorize.Net hereby grants to You a limited, revocable, non-exclusive, non-transferable, royalty-free license during the term of this Agreement to: (a) in any country worldwide, use, reproduce, modify, and create derivative works of the components of the Software solely for the purpose of developing, testing and manufacturing Applications; (b) distribute, sell or otherwise provide Your Applications that include components of the Software to Your end users in all countries worldwide except those listed in on Appendix 1; and (c) use the Documentation in connection with the foregoing activities. The license to distribute Applications that include components of the Software as set forth in subsection (b) above includes the right to grant sublicenses to Your end users to use such components of the Software as incorporated into such Applications, subject to the limitations and restrictions set forth in this Agreement.

2.2 Restrictions. You shall not (and shall have no right to): (a) make or distribute copies of the Software or the Documentation, in whole or in part, except as expressly permitted pursuant to Section 2.1; (b) alter or remove any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in the Software or Documentation; (c) sublicense (or purport to sublicense) the Software or the Documentation, in whole or in part, to any third party except as expressly permitted pursuant to Section 2.1; (d) distribute or otherwise provide all or any portion of the Software (including as incorporated into Applications) in any country listed in Appendix 1; (e) engage in any activity with the Software, including the development or distribution of an Application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the Gateway or platform, servers, or systems of Authorize.Net, any of its affiliates, or any third party; (f) make any statements that Your Application is “certified” or otherwise endorsed, or that its performance is guaranteed, by Authorize.Net or any of its affiliates; or -2 (007(a) BT 9) - (y) 20 () -29es, U□

(b) You represent, warrant and agree that if You use the Software to develop Applications for general public end users, that You will protect the privacy and legal rights of those users. If the Application receives or stores personal or sensitive information provided by end users, it must do so securely and in compliance with all applicable laws and regulations, including card association regulations. If the Application receives Authorize.Net account information, the Application may only use that information to access the end user's Authorize.Net account.

(c) You represent, warrant and agree that You are solely responsible for (and that neither Authorize.Net nor its affiliates have any responsibility to You or to any third party for): (i) any data, content, or resources that You obtain, transmit or display through the Application; and (ii) any breach of Your obligations under this Agreement, any applicable third party license, or any applicable law or regulation, and for the consequences of any such breach.

3. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

3.1 Disclaimer. THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY. YOU AGREE THAT YOUR USE OF THE SOFTWARE AND THE DOCUMENTATION IS AT YOUR SOLE RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AUTHORIZE.NET AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND THE DOCUMENTATION, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NEITHER AUTHORIZE.NET NOR ITS AFFILIATES WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE OR THE DOCUMENTATION WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SOFTWARE OR DOCUMENTATION WILL OPERATE ERROR FREE, OR THAT THE SOFTWARE OR DOCUMENTATION IS COMPATIBLE WITH ANY PARTICULAR OPERATING SYSTEM.

3.2 Limitation of Liability. IN NO EVENT SHALL AUTHORIZE.NET AND ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF AUTHORIZE.NET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT SHALL THE ENTIRE LIABILITY OF AUTHORIZE.NET AND AFFILIATES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED ONE HUNDRED U.S. DOLLARS (\$100). THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 3.2 AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH AUTHORIZE.NET WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

Authorize.Net Software Development Kit (SDK) License Agreement
v. Oct. 29, 2010

4. INDEMNIFICATION

You shall indemnify, hold harmless and, at Authorize.Net's request, defend Authorize.Net and its affiliates and their officers, directors, employees, and agents from and against any claim, suit or proceeding, and any associated liabilities, costs, damages and expenses, including reasonable attorneys' fees, that arise out of relate to: (i) Your Applications or the use or distribution thereof and Your use or distribution of the Software or the Documentation (or any portion thereof including Open Source Software), including, but not limited to, any allegation that any such Application or any such use or distribution infringes, misappropriates or otherwise violates any intellectual property (including, without limitation, copyright, patent, and trademark), privacy, publicity or other rights of any third party, or has caused the death or injury of any person or damage to any property; (ii) Your alleged or actual breach of this Agreement; (iii) the alleged or actual breach of this Agreement by any party to whom you have provided Your Applications, the Software or the Documentation or (iii) Your alleged or actual violation of or non-compliance with any applicable laws, legislation, policies, rules, regulations or governmental requirements (including, without limitation, any laws, legislation, policies, rules, regulations or governmental requirements related to privacy and data collection).

5. TERMINATION

This Agreement and the licenses granted to you herein are effective until terminated. Authorize.Net may terminate this Agreement and the licenses granted to You at any time. Upon termination of this Agreement, You shall cease all use of the Software and the Documentation, return to Authorize.Net or destroy all copies of the Software and Documentation and related materials in Your possession, and so certify to Authorize.Net. Except for the license to You granted herein, the terms of this Agreement shall survive termination.

6. CONFIDENTIAL INFORMATION

a. You hereby agree (i) to hold Authorize.Net's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions You employ with respect to Your own confidential materials), (ii) not to divulge any such Confidential Information to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as strictly licensed hereunder, (iv) not to remove or export from the United States or re-export any such Confidential Information or any direct product thereof, except in compliance with, and with all licenses and approvals required under applicable U.S. and foreign export laws and regulations, including, without limitation, those of the U.S. Department of Commerce.

b. "Confidential Information" shall mean any data or information, oral or written, treated as confidential that relates to Authorize.Net's past, present, or future research, development or business activities, including without limitation any unannounced products and services, any information relating to services, developments, inventions, processes, plans, financial information, customer data, revenue, transaction volume, forecasts, projections, application programming interfaces, Software and Documentation.

7. General Terms

7.1 Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the internal laws of the State of California without giving effect to any choice of law rule. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement, such controversy, claim or dispute shall

be resolved in the state or federal courts in Santa Clara County, California, and the parties hereby irrevocably consent to the jurisdiction and venue of such courts.

7.2 Logo License. Authorize.Net hereby grants to You the right to use, reproduce, publish, perform and display Authorize.Net logo solely in accordance with the current Authorize.Net brand guidelines.

7.3 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement shall continue in full force and effect. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

7.4 No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Authorize.Net, which may be withheld in Authorize.Net's sole discretion. Any purported assignment, transfer or delegation by You shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7.5 Government Rights. If You (or any person or entity to whom you provide the Software or Documentation) are an agency or instrumentality of the United States Government, the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Software and Documentation are governed by the terms of this Agreement.

7.6 Export Administration. You shall comply fully with all relevant export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations (collectively "Export Controls"). Without limiting the generality of the foregoing, You shall not, and You shall require Your representatives not to, export, direct or transfer the Software or the

Documentation, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.

7.7 Privacy. In order to continually innovate and improve the Software, Licensee understands and agrees that Authorize.Net may collect certain usage statistics including but not limited to a unique identifier, associated IP address, version number of software, and information on which tools and/or services in the Software are being used and how they are being used.

7.8 Headings. The headings to the Sections and Subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.

7.9 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. Authorize.Net may make changes to this Agreement, Software or Documentation in its sole discretion. When these changes are made, Authorize.Net will make a new version of the Agreement, Software or Documentation available on the website where the Software is available. This Agreement may not be modified or amended by You except in a writing signed by a duly authorized representative of each party. You acknowledge and agree that Authorize.Net has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

B Y CLICKING I ACCEPT, I AGREE TO AND I ALREADY INDICATE TO YOU BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE OR THE DOCUMENTATION, YOU ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY, (2) YOU AGREE TO BE BOUND BY THIS AGREEMENT, (3) YOU HAVE THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOU AND, (4) THIS AGREEMENT CONSTITUTES BINDING AND ENFORCEABLE OBLIGATIONS OF YOU.

Appendix 1 Countries Excluded from License

Andorra, Austria, Bear Island, Belgium, Bulgaria, Channel Islands, Cyprus, Czech Republic, Denmark, Estonia, Faeroe Island, Finland, France, Germany, Gibraltar, Greece, Greenland, Hungary, Iceland, Ireland, Isle of Man, Israel, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Vatican City, United Kingdom, including the possession and territories thereof.